

1900-01 Chancery Causes: Cdn. of Emmet H. Russell & by vs. Emmet H. Russell &
Lee Co.

Zion, Garrison, Kelly, Skaggs

3 Plats

CA. Estate Dispute
T. Property

-Deed
-Land Grant

To the Hon. H. S. K. Morrison, Judge of the
Circuit Court for Lee County;

Humbly Complainin your orator
Geo. M. Russell guardian for Emmet H., Boris
J. and Cando L. Russell infant children of
Rebecca J. R. Russell would respectfully
represent unto your Honor that the
said infants are seized of the reversion-
ary interest in fee to one moiety of a
certain tract or parcel of land lying and be-
ing in Lee County on both sides of Cane
Creek and adjoining the Howard and Zion
land, containing about 160 acres; it being
the same land conveyed by deed by Pat-
terson Zion & Mary J., his wife, to your ora-
tor and the said Rebecca de'd. his late
wife, subject however to the life estate
reserved in said conveyance to the said Pat-
terson Zion and his wife or to the survivor
of either. A copy of said deed is here
filed marked "F" and prayed to be made a
part of your orator's plea.

Your orator states further that
said Patterson Zion sometime in the year
1881, and after the execution and delivery of
said deed departed this life; and, that in
the year 1884, the said Rebecca one of the
grantees in said deed and the wife of your
orator, also departed this life intestate,
seized of the reversionary interest in fee to
one moiety of said land. And she left
surviving her as her heirs at law the

* Your orator further states that at the Sept term (1890) of County Court of Rio Grande
was appointed & duly qualified as the guardian of the said Emmet H. Russell, Doris L. &
Rando L. Russell, and is yet their guardian. A copy of the order of said court ap-
pointing him such guardian is on file in the Court House at Santa Fe, N.M.

said Emmet H., Doris L. and Rando L.
Russell to whom the said Rebecca's
interest in said land descended.*

Your orator further states and avers
that the said Mary J. Zion wife of said
Patterson Zion still lives and is there-
fore entitled to the full use and enjoy-
ment of said land by virtue of the said
deed of Patterson Zion and herself to your
orator and the said Rebecca. Said land
has never been partitioned between your
orator and the said Rebecca, Zion between
him and his ^{said} wards, so that your orator
and his said wards are tenants in com-
mon of said reversionary interest in said
land.

Your orator further avers and alleges
that his said wards are infants, that
Emmet H. Russell is 17 years old; that
Doris L. Russell is 14 years old and that
Rando L. Russell is 7 years old.

Your orator further alleges and
is advised that the interest of his said
wards will be greatly promoted by a sale of
their said interest in said land, because
said land lies along the line of the L. & N.
R.R. now in the course of construction, and
near where it is said a depot will be located,
and within the limits or territory where a
town is proposed to be started up by a
company of capitalists and is therefore
eagerly sought after by speculators; that

1 a large portion of said land is suitable for
2 town lots and building purposes and on a
3 sale would in all probability bring a fabu-
4 lous price; that by having a sale of said land
5 now your orator's wards would come into pos-
6 session of their estate and the same would bring
7 them a good annual income, whereas now they
8 get nothing in the way of rents and profits from
9 their land, and will not get an income therefrom
10 until ^{after} the death of their grand-mother, the said
11 Mary J. Zion; that the said infants have no
12 other estate than said interest in said land;
13 that they are now of that age that they
14 ought to have money with which to be educated
15 ~~with~~; and that their aunt, Susan Garrison who
16 is the only sister of the said Rebecca, and their
17 said grand mother, Mary J. Zion would be their
18 only heirs in the event of their deaths before
19 attaining the ages of 21 years and without issue.

20 Your orator further alleges that the said
21 Mary J. Zion ^{is about 65} years old and is
22 willing that said ^{two acres of} land be sold, together with
23 her life estate thereon, in order that the in-
24 terest of your orator's wards and her grand-
25 children may be promoted thereby.

26 Your orator will further state, that be-
27 lieving he could make it clear to your
28 honors mind ~~to the~~ promotion of the in-
29 terests of his said wards, he has already
30 sold ^{two} acres of said ^{land} on the north western
31 corner thereof to the Pennington's Safe manufac-
32 ture Company at the price of \$200⁰⁰ per

1 acre and he and Mrs. Zion have made a
2 deed to their individual interest in the
3 same; this price is four times more than
4 this land was ^{ever} before considered to be worth.
5 So your orator prays that the sale made
6 by him be confirmed and a court be ap-
7 pointed to make conveyance to said Company
8 to the interest of his said wards in said
9 land. Your orator alleges that said Company
10 is ready, able and willing to pay for said
11 land at any time. See Exhibit "B" for plat
12
13 Now in as much as your orator is
14 remediless in the premises save by the aid
15 of a court of equity where matters of this
16 kind are alone and properly cognizable, he
17 humbly prays that the said Edmund H. Rus-
18 sell, Horis S. Russell, Rando L. Russell
19 Mary J. Zion and Susan Garrison be made
20 parties defendants to this bill; that for said
21 infants a guardian ad litem be assigned them
22 that all of said defendants except Rando
23 L. Russell in their own proper persons
24 be required to answer the several allega-
25 tions of this bill as fully and particularly
26 as if specially interrogated thereto; that
27 your honor will confirm the sale of
28 said ten acres of said land and ap-
29 point a court to make conveyance of
30 the title thereto ^{to} said Pemington's Gas
31 Improvement Company; That your honor
32 will decree a sale of the interest of
his said wards in the residue of

courses of said ten acres.

1 said land and the investment of the proceeds
2 thereof, upon such terms and conditions and
3 in such manner as will best promote the
4 interests of your orator's wards. May such
5 further, other and general relief as may be
6 consistent with equity and the nature of
7 this case be granted your orator. And he
8 will ever pray &c. May Spc. issue &c.

9 W. H. Pennington, p. q.

10 Virginia:

11 Her County, to wit:

12 I, J. A. Estyatt do certify that
13 George W. Russell plaintiff in the foregoing
14 this day personally appeared before me
15 in my County & State aforesaid and made
16 oath that the statements made in said bill
17 so far as made upon his own knowledge are
18 true, and so far as made upon the knowledge
19 or information of others, he believes to be true.
20 Given under my hand this the 30th day of
21 July, 1890.

J. A. Estyatt cl r

G. W. Russell

Pay 51.50 Paid
 Atty 15.00 Paid
 Com. P. 5.00 Paid
 H. A. L. 5.00 Paid
 Wilson 75 Paid
 J. P. Fee 4.00 Paid
 Wit- 2.00
 Sheriff 5.00 Paid
 C. Court 19.25 Paid
 \$ 47.15
 Sheriff 2.50 Paid
 51.00 Paid

vs. Rice in Chancery

G. W. Russell et al

1890. Pro. Sec. Rules Rice
 filed 3rd Dec. in a
 court of Chancery
 then, in file & Court
 " 2d Dec. Rules of Chancery
 Court, and 3d Dec. file
 and
 Court 1st Dec. in a
 " 1st Dec. in a
 " 1st Dec. in a
 1891. Mr. H. A. L. Court
 " 1st Dec. in a
 1892 Continued this year
 1893 " "

To The Hon. H. S. H. Morrison Judge of the
Circuit Court for Lee County:

The joint answer of Emmet H., Doris
L. & Rando L. Russell, infants under the
age of 21 years, by J. A. G. Stegall their
guardian ad litem, assigned to defend-
them in this suit, to a bill of Complaint
exhibited against them and others in the
Circuit Court for the County of Lee by
George H. Russell their guardian:

The respondents reserving to them-
selves the benefit of all just exceptions
to the said bill, for answer thereto, or to
so much thereof as they are advised
it is material they should answer, by
their said guardian ad litem answer
and say:

That they are infants of under years,
and by reason of their infancy, are inca-
pable of understanding, or of taking care
of their rights and interests; but that they
suppose that the prayer of said bill
ought to be granted as their interest would
be promoted thereby. They therefore, by their
said guardian ad litem commit themselves
and their rights and interests to the protection
of the court, and pray that no decree
may be pronounced against them which

will tend to their prejudice. Now having
fully answered, the said respondent prays
to be hence dismissed with their reasonable
like costs in this behalf expended & they
will ever pray &c.

J. A. G. Hyatt

Guardian ad Litem for said infants
Virginia

Lin County, to wit:

This day J. A. G. Hyatt
personally appeared before me
the undersigned J. R. Gibson Clerk Lin Co. C.
in my county & State aforesaid and
made oath that the statements made
in the foregoing answer so far as made
of his own knowledge are true and
so far as made upon the information
of others he believes to be true. Given
under my hand this 18 day of Aug-
1890-

John R. Gibson Clerk

Es. H. Russell et al

ads 2, J. A. G.

Es. H. Russell jun

Filed Aug 4/90-

J. A. G. Hyatt

To the Hon. H. S. H. Morrison Judge of the
Circuit Court for Lee County

The joint answer of Emmet H.,
and Doris J. Russell to a bill of com-
plaint filed against them and others by
their guardian George H. Russell in your
honor's court.

Your said respondents say they have
carefully read and ^{had} explained to them the
objects of said bill, although tender in
years, they know the allegations therein
are true, and that their interest would
be greatly promoted by a sale of their
interest in said land; and they pray
your honor that the relief asked for
by their said guardian may be granted
as soon as practicable. Not leaving
answered said bill as fully as they
are advised it is material for them
to answer, your respondents pray to be
hence dismissed with their reasonable
costs. And they will ever pray &c.

Doris J. Russell,

Emmet H. Russell,

Virginia, Lee County, to wit:

This day Emmet H. Russell and
Doris J. Russell personally appeared be-
fore me the undersigned J. A. G. Hyatt
in the County and State aforesaid and
made oath that the statements made in the
 foregoing answer so far as made of their own
knowledge are true, and so far as made

upon the knowledge or information of
others they believe to be true. Given
under my hand this 25 day of July, 1890.

J. A. Hyatt
Clerk

Ex. H. & St. L. Russell

ad. } Answer to True

Ex. H. Russell Guardian

Filed July 26th 1890.

J. A. Hyatt

To the Hon. H. S. K. Marion Judge of the
circuit court for Lee County:

The separate answer of
Mary J. Zinn to a bill of complaint
filed against her and others by ~~the~~
George W. Russell in your honors
court:

Your respondent says she
has had read and explained to
her the bill of said Russell and
she says she knows the allegations
therein made are true; that the
interest of said infants would
be greatly promoted by a sale of
their interest in said land; that
in so far as she is concerned
she is willing a decree be render-
ed in said cause for that purpose,
and that under all the circum-
stances the sale of said ten acres
of said land made by said plain-
tiff ought to be confirmed, because
said sale is unquestionable pro-
motive of said ~~the~~ infants'
interest. Now having answered
said bill as fully as she is advised
it is material for her to answer, She
prays to be hence dismissed with

her reasonable costs and she will
ever pray to

Mary J. Zinn by
her counsel.

v^{rs}., Lu Co., to wit:

This day Mary J. Zinn
personally appeared before me
the undersigned Henry J. Morgan Court
in my county & State aforesaid and
made oath that the statements made
in the foregoing answer so far as
made of her own knowledge are true,
and so far as made upon the in-
formation of others she believes to be
true. Given under my hand this
the 4th day of Aug. 1890

Henry J. Morgan Court. in lly
Circuit Court in County

Mary J. Zinn

ads } Answer

G. H. Russell ques. re

Filed Aug 14/90.

J. A. S. Hyatt

Geo. W. Russell Guard & Pff

vs.

Emmett H. Russell & others Dftls

In Chy.

This cause came on ^{this day} to be finally heard on the papers formerly read in the cause, and the report of George W. Russell Special Comr. dated Nov. 10 1900 & filed in the cause at the present term showing that Geo. W. Russell as Special Comr. along with others, had made specific and acknowledged for record a deed conveying To B. H. Allen the defendant Randall L. Russell's undivided interest in the two pieces of land mentioned and described in the deed filed with said report as exhibit (A.) with covenants of special warranty, and was argued by counsel, and no exceptions being filed thereto, and said report and deed therewith being seen and inspected by the court, on consideration thereof It is adjudged ordered and decreed that the said report and deed so far as Randall L. Russell is concerned, is approved and confirmed, and the clerk of this, will deliver to the clerk of the county court, said deed for recordation, and no further action being necessary in the cause, the parties are hence dismissed and the cause stricken from the docket;

Morgan & Lloyd

Contract about cattle

1899

Recorded in Deed Book
No. 36 page 5

Evacuated March 14, 1900

Indexed

Geo W Russell Guard &

no } Decree final

Emmett A Russell & Tal

Entered on LCB No. 5
P. 450.

Enter this date

How Sun

Nov. 1900

George W Russell Grand & Peffer

vs.

Emely

Esseant H. Russell others Defts

This cause came on this day to be further heard on the papers heretofore read in the cause and the report of Special Court George W. Russell filed in the cause Oct the 22nd 1896 showing that pursuant to the decree of this court, entered in this cause, on the 5th day of March 1895 he had conveyed by proper deed to John F. and Ed Skaggs two undivided sixths parts of the 50 acre tract of land referred to in the said decree, being the two interest of Doris J Russell and Randol L Russell therein and was argued by counsel, and the said report being accepted to, on consideration of all which, It is adjudged ordered and decreed that said report and deed therein referred to be and the same are hereby approved & confirmed and the cause is continued

George W. Russell Guard
no } Decm. Conf. Right of 1896

Entered in Chy O. B.
No. 4 for 471

Enter this
Nov. Jan 7 1896

W. 7 M

George W. Russell, Guard &c. Off. }
vs. } In Chy.

Emmett W. Russell et al, &c.

This cause came on this day to be again further heard, on the papers heretofore read therein, and the report of Special Commr. G. W. Russell, dated and filed in the Cause & filed the 22nd / 1895, showing that he had bargained & sold subject to the approval of the Court, his two wards, Doris J. and Rando L. Russell's undivided interest in the 55 acre tract of land to John T. Skaggs at the rate of \$30.⁰⁰ per acre, one-third of which is to be paid in hand, and the remaining two-thirds ^{on one & two years time} with interest from date of approval of such sale, and was argued by Counsel, and the said report being unexcepted to and it appearing to the Court, that the sale so made by Commr. Russell on the part of his said two wards, is a judicious and proper one, and one which will result to the benefit of the said two infants, on consideration of all which, it is adjudged, ordered, & decreed, that the sale on the part of the said two infants, made by the said Commr. Russell to the said Skaggs, be and the same is hereby, ratified, approved, and confirmed, and the said G. W. Russell

1. as Guardian for his said two wards,
 2. will receive the said Cash payment
 3. from the said Skaggs, and will take
 4. said Skaggs notes with good security
 5. to himself as Guardian, for the de-
 6. ferred payments, bearing interest
 7. from this day, and the said G. W.
 8. Russell is hereby appointed a
 9. Special Commissioner to Convey
 10. to the said J. T. Skaggs, said Doris
 11. J. and Rando L. Russells, undivided
 12. interests in the said 55 acre tract
 13. of land, being two thirds of one un-
 14. divided half, thereof, and as further
 15. security for the payment, of said two
 16. notes, he will retain the vendors
 17. lien in said deed of Conveyance,
 18. and he will report his action to the
 19. Court, & this Court is Continued -
 20.
 21.
 22.
 23.
 24.
 25.
 26.
 27.
 28.
 29.
 30.
 31.
 32.

G. W. Russell, Guardian.
 vs. -
 Doris J. Skaggs.

Conveyed to Russell
 1895

O.R.
 Page 143

Enter this
 March 5 - 1895

W. J. Hall

G. W. Russell Grand &c.

vs.

E. H. Russell & al

Plffs

Defts

In Chy

This cause came on this day to be again further heard, on the papers heretofore read therein, and the report of Court G. W. Russell made and filed in this cause this day showing that he had made and executed a deed of conveyance as required and directed by a decree entered in this cause on the 3rd day of Sept 1891. And was argued by counsel, and said report and deed therewith submitted, being unopposed to and seen and inspected by the Court. On consideration of all which It is adjudged ordered and decreed that said report and the deed of conveyance therewith be and the same are hereby confirmed, and the clerk of this will deliver to the clerk of the county court of this county said deed for recordation, and the cause is continued.

G. W. Russell Guard

105 } Decm Confg Deed

E. H. Russell & al

Enid Co B#3

page 377

Hyatt & Co

Enter this
Decr 4 1891,
H. S. M.

George W. Russell Guard & Poff

vs.

Mary J. Gion others

D. Poff

In Chancery

This cause came on this day to be further heard on the papers heretofore read therein, and the report ^{and exhibits therewith} of the Poff & W. Russell bond and Guardian dated and filed in the cause the 25th day of July 1891. Showing that he had bargained and sold his own interest, and the undivided interest of his three children and wards, in a certain piece of land referred to and described in exhibit (A B) with said report, and shown in exhibit (A B) with said report, containing 10 acres and $\frac{7}{100}$ acres, to R. M. Gibson, H. E. Fugate, W. J. Gilly, B. H. Sewell and D. C. Sewell at the price of five hundred dollars per acre and the proportion that each one of said parties were to have thereof, and the quantity that said five parties should own jointly, and was argued by counsel. And the said report being accepted to. On consideration of all which It is adjudged ordered and decreed that said report and the sale therein referred to, be and the same is hereby ratified approved and confirmed so far as said three infants are concerned, And G. W. Russell is hereby appointed a Special Commissioner for the purpose of conveying said infants undivided interest in the said 10 acre and $\frac{7}{100}$ acres of land to said five purchasers thereof, and in doing so, if they so desire, he will convey to each one of them separately as follows To R. M. Gibson one and one half acres in its undivided condition, To H. E. Fugate one and one half acres in its undivided condition, To W. J. Gilly one undivided acre, To B. H. Sewell one undivided acre, and To D. C. Sewell ^{and Mary C. Sewell his wife} two undivided acres thereof, and to said five parties jointly the remaining

3 acres and $\frac{7}{100}$ acres in its undivided condition, with covenants of Special Warranty, and each of said five parties, will pay to said Court their due proportion of the purchase price, and assume their due proportion of the deferred payments, in proportion to the separate quantity each one takes of the said land, and said five parties will then make the cash payment, jointly for the 3 acres and $\frac{7}{100}$ acres and execute their joint bonds for the two deferred payments thereon. But if said purchasers shall so desire, said Court Russell may convey to them jointly the said 10 acres and $\frac{7}{100}$ acres with covenants of special warranty and when said Court shall convey in either way, he will report his action to the court, and the cause is continued.

S. W. Russell Grand

vs. Dacres

Mary J. Gim & others

Enter this

Sept 3rd 1891

W. S. Russell

Entered page 348-9

C. O. Book No 3

Sept 3rd 1891

Jay Bryant

G. H. Russell guardian & ampt-
vs.

G. H. Russell et al vs. Deft

In Chancery

This cause came on again
This the 4th day of Sept., 1890 to be heard
upon the papers formerly read in this cause
and the reports of Court. Prunnington
and that of Court. Russell, filed on
yesterday and which reports are unex-
cepted to: On consideration of all which
and for reasons appearing to the Court it
is ordered, adjudged and decreed that
said reports of said Court. Prunnington
and the same are hereby confirmed, and that
said Prunnington's Safe Improvement
Company may take and hold said
land under and by virtue of said
and which is directed to be delivered
to it by the Clerk of this Court. It
is also adjudged, ordered and decreed
that said Russell Court. as aforesaid
do pay said Court. Prunnington
the sum of five dollars for his services
in executing said decree out of the funds
in his hands on account of said
infants. And this cause is
continued

1 G. H. Russell, guardian ^{of} the Complt.

2 vs.

3 E. H. Russell et al Defs.

In Chancery

4 This cause came on this day to be
5 heard upon the bill of the Complt., the separate
6 answer of Mary J. Jew, the joint answer on
7 oath in proper person of Emmet H. & Boris
8 L. Russell, infants over 14 years of age, the
9 joint answer of Emmet H., Boris L. &
10 Rando L. Russell infants by J. R. G.
11 Hyatt their guardian ad litem, the said
12 Complt's replications to said answers, and
13 the deposition of witnesses: On con-
14 sideration of all which, and ~~it ap-~~
15 pearing to the Court that ^{the} interest of said
16 infants will be promoted thereby, it is
17 adjudged, ordered and decreed that the
18 sale made by said Complt's of said
19 infants interest in the ten acres of said
20 farm to the Farmingtons Gap Improve-
21 ment Company, be and the same is here-
22 by confirmed unto the said purchaser
23 thereof, and as soon as said purchaser
24 pays to said Russell, for the use and
25 benefit of said infants, the full sum
26 of One Thousand dollars, then E. H.
27 Farmington, who is hereby appointed a
28 Special Commr. for the purpose, will make
29 said purchaser a deed to said defendants
30 interest in said ten acres of land, which
31 is represented by plat and maps and
32 bounds given in Exhibit "B" filed in

compels. ~~live~~.

And it further appearing to the
court that the interest of said infants
will be promoted by a sale of their
undivided interest in the residue of
said farm, it is further adjudged,
ordered and decreed that the said un-
divided interest of said infants in ~~said~~
farm, exclusive of said ten acres, be
sold by said G. H. Russell, who is
hereby appointed a commissioner for the pur-
pose, ~~as a whole~~, or in parts or
parcels, on such terms and such times
and either at public outcry to the highest
bidder, or privately whichever to him,
may appear to be most beneficial to
the interest of said infants; and when
of any part or parcel or the whole of said ^{undivided} interest in said land
any sale is made, ~~on time~~ he shall
take bonds from the purchaser with
good personal security and bearing interest
all sales made hereunder are to be subject to the approval of the court and shall be
from date of sale. Of all sales made
by him of said infants interest in said
land, or of any part or parcel thereof,
he shall report the fact to the court,
setting out what part of said land is
sold, and to whom, the amount for which
the sale was made, the manner of
payments and whether such sale was
made publicly or privately. In the event
that said Russell should deem it ad-
visable to sell said infants interest in
or in any part thereof
said land, at public outcry, ^{he} shall

made at public or private sale

1 first advertise the time, terms and
2 place of sale by written or printed
3 notices, posted in as many as six places
4 in this county, for thirty days.

5 But before said Russell shall
6 receive said \$1000⁰⁰ from said pur-
7 chaser of said ten acres of said land
8 and before proceeding to execute the
9 terms of this decree with reference
10 to the sale of said interest of said
11 infants in the residue of said land
12 he will execute bond in a penalty
13 of \$10000⁰⁰ before the Clerk of this
14 court and conditioned according
15 to law. Said Russell after the
16 payment of all costs attending this
17 suit, out of any moneys received by
18 him on account of sales of said
19 infants interest in said land, will
20 within 30 days from the receipt thereof
21 loan all balances in his hands, tak-
22 ing notes payable to himself as such
23 loan, and with good personal se-
24 curity, & bearing interest from the
25 time of making such loan.

before the county clerk of said county as guardian in the penalty of \$10,000⁰⁰ with good security

conditioned by the two witnesses to be made like a receipt in the case

C. H. Russell Guardian

22. } Dec. no. 1.

C. H. Russell at

Entered Chy O.B.
pages 273-4.

Sept 1st 1890

J. A. Hyatt

Enter This

Sept 2 1890

H. L. K. M.

Virginia:

The depositions of James M. Zion and others taken before me H. C. Jordan a justice of the peace in and for the County of Lee and State of Va., pursuant to notice hereto annexed, at the Circuit Court Clerk's office of Lee County, Va., on the 18th day of August, 1890, to be read as evidence in behalf of George H. Russell guardian &c in a certain suit in Chancery, now depending in the Circuit Court of Lee County, wherein the said G. H. Russell is plaintiff and Emmet H., Doris L. and Rando L. Russell and others are defendants

Present said Russell plaintiff & J. A. G. Hyatt guardian ad litem for said Emmet H., Doris L. and Rando L. Russell.

The witness V. H. Kelly, being duly sworn deposes as follows:

Ques. 1 Please state whether you are acquainted with the tract of land mentioned in plaintiff's bill; that is, the land deeded by Patterson Zion wife to said Geo. H. Russell & his wife Rebecca.

Ans. I am tolerably well acquainted with said land, I ^{have} lived near by said land for the past 25 years, and have known it during this time.

I am a farmer at present
have been a merchant a
considerable portion of the
time before mentioned.

Ques. 2 Please ^{state} what would, in your opinion,
said farm be now worth for
and for farming purposes.

Ans Forty to fifty ^{dollars per} acres would
be a fair price, and as I
am informed 40 or 50 acres
of this land is on the bridge
for the entire farm 40¢ per
acre is all it is worth for
farming purposes.

Ques. 3. Please state whether in your opinion,
said farm could now be sold
for more than what it is worth for
farming purposes, and if so, why?

Ans It could be sold now for as
much again as it is worth, on
account of a land boom, just
now being in the vicinity of
this land, possibly it might
sell for 2 or 3 times as much.

Ques. 4. Please give the names and ages,
if you know, of the heirs of Rebecca
J. R. Russell?

Ans. The oldest boy is called Ennit H. aged 17 years; ~~Dennis~~ Ida the girl is about 14 years old, and the youngest is Rando L. a boy of about 7 years.

Ques. 5- If you know, please state what source of income ~~does~~ said infants have?

Ans. They have none as I am aware of, aside from their interest in said farm, that being all the estate they have and as Mrs. Zion their Grandmother has a life estate on said land they have no income from any source.

Ques. 6 What is the social condition of said infants in life?

Ans. As good as the best, and such that they should be educated well.

Ques. 7 Howed or not, in your opinion, the interest of said infants be promoted by a sale of their interest in said land. If so why?

Ans. I think a sale of said lands would be to the interest of said infants, decidedly, because

it could now be sold for a very high price, and said infants would have an income in the way of interest: whereas as it now is they receive no income whatsoever from their interest in said land.

Ques. 8 Is it not possible that the boom that is now going on in the neighborhoods of said ^{land} might subside before said infants attain the age of 21 years of age.

Ans. It is; and is, therefore, highly all important that said land be now in shape to be put on the market.

Ques. 9 Please state whether you are acquainted with the ten acres of said farm contracted and sold by said E. H. Russell to The Pennington's Golf Improvement Company, if so, state what is the same worth per acre for farming purposes.

Ans. I am acquainted with the said land and consider it worth 50¢ per acre for farm purposes.

Ques 10

Please state whether in your opinion a confirmation of said sale by said Russell of said ~~the~~ acres at the price of \$200⁰⁰ per acre would be advisable and promotion of said infants interest in said land - and if so why?

Ans.

I think it would, because the interest arising from the sale money would be more than could be made off of the land in any way, I don't think it could be sold for a higher price than it has been contracted for.

Ques. 11

Does this sale and its confirmation and then cutting it off from the residue of said farm, do the residue ^{thereof} any injury?

Ans.

I don't think it would, on the contrary if a town is built up on it, it would enhance the price of the residue of said land to a considerable extent, and if no town is built, the residue not enhance, it has sold for four

times its value.

X Examined by Guardian
ad-litem -

Ques 1st what interest have said heirs
in said land.

Ans. They own a half interest in
the ^{said} land, ^{& which} descended to them
from their Mother Rebecca J. R.
Russell - subject to the life
estate thereon, held by Mrs
Mary J. Zion, who is a woman
of middle age and in a good
state of health.

Witness Claim And further this deponent doth not,
1 day 50 cts. V. H. Kelly

L. M. Zion another witness of lawful
age being duly sworn deposes
as follows,

Ques. 1 Please state whether you are
acquainted with the tract of land
mentioned in said plaintiff's bill; that
is the land divided by Patterson Zion &
wife to said W. H. Russell & wife Rebecca.

Answer. I have known the land for all
my life and I am now forty three
years old and most of this time
I have lived within 1/4 of a mile

of the land. My occupation is farming

Ques. 2. What would, in your opinion, said farm now sell at or be worth per acre for farming purposes.

Ans. Not one forty or fifty dollars per acre, and that would be a long price.

Ques. 3. State whether in your opinion said farm could now be sold for more than what it is worth for farming purposes, if so why?

Ans. I think it could be sold for more than above stated at the present time, because of the boom on lands in that vicinity and the probable building of a town. I think it could be sold now for three times as much as it is worth for farming purposes on account of the boom, before mentioned.

Ques. 4. Should or not the interest of said infants be promoted if a sale of their interest in said land could be had? if so why.

Answer. I think it would be to the interest of the infants for the land to be sold, because at present they

get nothing in the way of rents & profits from their interest in said land, on account of the life estate thereon of Mrs Mary J. Zion and because if said interest in said land was sold at the probable high price it would bring, the interest on the money for their interest in the same would by the time the youngest become of age amount to quite a large sum, perhaps as much as their interest in said land would be worth for farming purposes.

Ques. 5 Have said infants any other estate than their one-half interest in said land?

Ans. None that I know of, and that is subject to the life estate of Mrs Mary J. Zion.

Ques. 6 Are you acquainted with the ten acres of said farm heretofore contracted and sold by said Russel to the Per-mington's Lake Improvement Company, if so state what ~~is~~ ^{is} the same worth for use for farming purposes.

Ans. I am well acquainted with said ten acres of land sold to The Remington Lumber Co. in my opinion it would not be worth more than forty dollars per acre for farming purposes, as it is very rocky.

Ques. 7. Should a confirmation of said infants interest in said ten acres of land, of the sale thereof made by said Russell, at the price of \$200⁰⁰ per acre be advisable and promotive of the interests of each of said infants. If so why?

Answer. I should think it would be much better ^{and would promote the interest of} for the infants to have the sale confirmed, because \$200 per acre is much more than they could ever get for such land for any other purpose than for which said company proposes to use it,

Ques. 8. Should the confirmation ^{of said sale} and cutting off of said ~~interest~~ ten acres from the residue of said tract of land do the residue thereof any injury?

Ans. I don't think it would. but on the contrary it will very much enhance the value of the balance of the farm, because if the ten acres

had not been sold to said Company the whole form would probably only been available for forming purposes. and without the Confirmation of the sale of this ten acres, the said form will still only be valuable for forming purposes. I have no interest whatever in the sale or Confirmation of said land, I think the price obtained for this land is the very highest that could possibly have been obtained for it, and am of the opinion from all the circumstances surrounding that it would be beneficial and promotive of the interest of each of the said infants to confirm this sale.

X Examined by Guardian
ad litem.

Ques. 1. By Guardian ad litem.

Do you consider the sale of this land at 200¢ per acre, is better for these children, than to wait and expect more advanced prices?

Answer. I think it would be to the advantage of the infants to sell now.

with claims
1 day 50th

And further this deponent swiths not;

L. M. Zion

John L. Skaggs another witness of
lawful age being duly sworn
deposes as follows:

I have heard the questions asked
V. H. Kelly and L. M. Zion and
their answers given thereto, and
my answer to the same questions
are the same as given by them
and I hereby endorse them, and
make their answers my answers
to said questions

Wit: claims
1 day 50¢

And further this deponent soith not.

J. L. Skaggs

James M. Zion another witness of
lawful age being duly sworn
deposes as follows:

I have heard the questions asked
V. H. Kelly and L. M. Zion and their
answers given thereto, and my
answer to the same questions are
the same as given by them, and
I hereby endorse them and make
their answers my answers to said
questions.

Witness
claims 1 day
50¢ -

And further this deponent soith not.

James M. Zion.

George W. Russell another witness
of lawful age being duly sworn

deposes as follows:

Ques. 1. What interest do your said words have in the whole of said farm and in said ten acres?

Answer. one half, subject to the life estate of Mrs Mary J. Zion.

Ques. 2. Have your said words any other estate than that in said land?

Answer. No other than I am aware of.

Ques. 3. Does Mrs. Mary J. Zion relinquish her life estate in said ten acres, if a confirmation of the sale thereof is secured?

Answer. She does, in the interest of my word, who are her grandchildren

Ques. 4. What at per acre have you contracted said ten acres of land and to whom?

Ans. I have contracted the said ten acres of land represented by a plat filed in this cause marked "B," at \$200. per acre to The Pennington's Gas & Ice Co.

Ques. 5. Should a confirmation of this sale of said ten acres be pro-

motion of the interest of your said words, if so why?

Ans.

I think it would, because it was the Cause of other lands being sold to said Co. and thereby enhanced the value of other lands belonging to my words.

ques G.

Will the cutting off of this ^{land from the} ten acres of the residue of said land, do any injury to the residue thereof?

Ans

I don't think it will, but on the contrary I think it will have a tendency to enhance the value of the balance of the farm, because when said Company booms this part of the land, it will necessarily raise the value of the balance of the land that joins it.

X Examined by Guardian
ad litem

Ques 1. Do you own any interest in this land, if so what?

Ans I own one half interest in said 10 acres. I have a like interest with these children.

Ques 2, Why do you sell your interest?

And

Because I thought I was getting a full and fair price for the land, and I thought the sale of this would naturally enhance the value of the balance of the land, And further this deponent soith not.

Geo. W. Russell

Virginia,

Her County to wit:

I, H. C. Joslyn, a justice of the peace for the County and State aforesaid, do hereby certify that the foregoing depositions of V. H. Kelly, L. M. Zinn, James M. Zinn, John F. Skaggs and George W. Russell were duly taken sworn to, and subscribed before me, at the time and place and for the purpose therein mentioned. Given under my hand this Aug 16, 1890.

Henry C. Joslyn J. P.

G. H. Russell junr.

vs. } Depo-

Est. Russell et al

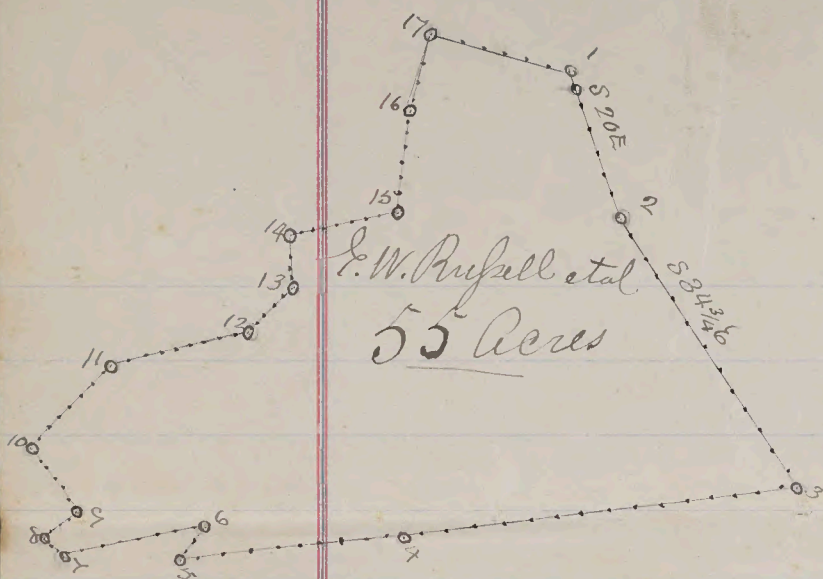
Filed Aug. 18th 1890

J. A. Hyatt C.

J. P. Giff 4.50

Wit claim 2.00

\$6.50



S.W. Russell et al

55 Acres

Feb 6th 1895

I have surveyed for
S. W. Russell and
the heirs of his deceased
Wife R. J. Russell

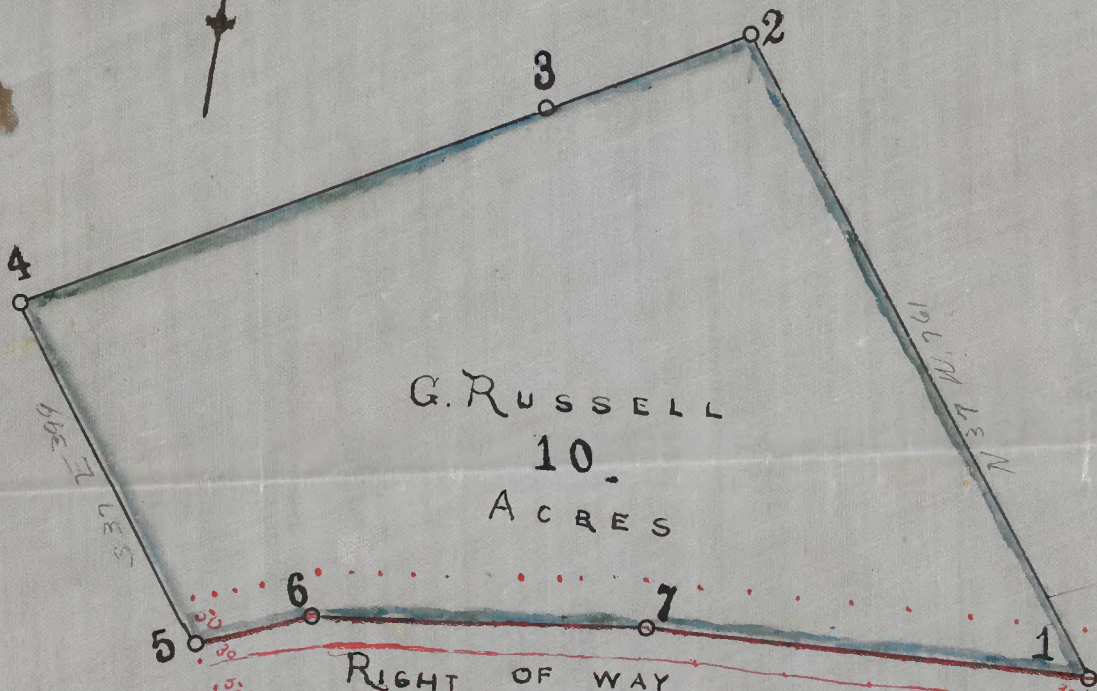
The following describes
tract or parcel of land

lying in Lee County just south of the
Town of Pennington Gap - Beginning at
a stake in Cane Creek near two Beeches on
original corner thence S 20 E 4 poles to said
Beeches thence continuing same course
S 20 E 28 ⁷⁵/₁₀₀ poles to a black walnut S 34 ³/₄ E 66 ³/₄ poles
reaching a bold spring - 66 ³/₄ poles to a stake
in a fence and on original south line and
with the same S 8 1/2 W 82 1/2 poles to a locust
Chestnut oak and two limes - original corner
- S 83 1/4 W 45 ⁷/₁₀ poles to a stake in public road
and with the same N 84 E 7 ⁶⁵/₁₀₀ poles S 77 3/4 W
29 1/2 poles N 42 1/2 W 5 1/4 poles to a stake in Burkes
line and with the same N 51 E 8 ⁶⁵/₁₀₀ poles to a
large black gum and dogwood - original corner
thence continuing with Burkes line N 39 W
16 1/2 poles to a stake in said Creek and
with the same as it meanders N 43 1/2 E 25 1/4
poles N 75 1/2 E 29 poles N 44 1/2 E 14 1/4 poles N 5 1/4 W
11 poles N 87 E 22 poles N 3 1/2 E 26 poles N 13 1/2 E 17 poles
S 72 1/4 E 29 1/2 poles to the Beginning Containing 55 Acres

S. W. Russell et al

Feb 6th 1895

A. S.



G. RUSSELL
10.
ACRES

RIGHT OF WAY

EXTRA

EXTRA

G. RUSSELL LAND
(Outside the 10 Acres)

The "Extra" below right of way, I am informed by Engineer of said R.R. Contains two & $\frac{45}{100}$ ($2\frac{45}{100}$) acres - The "Extra" above right of way & outside of the 10 acres surveyed as follows)

Beginning at station or stake 15
N 87 40 E 300 feet with the north line of sd right of way thence at right angles thence to 50 feet thence S 87 40 W 335 feet to East line of said 10 Acres & with the same to the beginning

Containing 0.363 Acres

| | |
|---|-----------|
| These two "Extras" at \$100 per acre for 1 $\frac{45}{100}$ | \$ 245.00 |
| 5' \$200 " " 2 $\frac{45}{100}$ | 72.60 |
| Total | \$ 317.60 |

These "Extras" were copied from Engineer's blue print & if no changes are made hereafter, they are correct

L. M. Carmichael S. L. C.

Survey & Plot
of
George Russell land



(Report) G. RUSSELL LAND

By Virtue of Title Bond dated
from J. W. Russell to the Pennington Gap Impro-
vement Co. I have surveyed the following described
land. Beginning on the north side of the Louisville
& Nashville Railroad at stake 7520 thence with
a line parallel with the East line of the Howard
lands (See accompanying plat) Fig. 1, 2, 3, 4, 5, 6, 7, 8

- (1) - - N 37° W 761 feet to a stake in a fence & on the
George line & with said fence line
- (2) - - S 61° 10' W 229 feet to a stake " " " "
- (3) - - S 61° 35' W 587 feet to a stake in said Howard
line & with the same
- (4) - - S 37° E 399 feet to a stake on the north line
of said right of way & with
the same
- (5) - - N 70° E 116 feet
- (6) - - N 83° 35' E 343 feet
- (7) - - N 82° 40' E 467 feet to the beginning
containing 10 acres -

Represented by black & green bounded
figure marked G. Russell 10 Acres
This July 1880

Respect submitted

L. M. Carrical D. L. C.

Survey & plat
of
George W. Russell land

Ex. "B"

Surveyors fee \$5.00

Geo. W. Russell Guard & Poff

vs.

Mary J. Giam & others

Deft

In Chy

To the Hon H. S. K. Merison Judge of the Circuit Court of Lee County Virginia:

Acting for myself and as Commissioner in this cause for my three infant children who are my wards, on or about the 4th day of April 1891. I bargained & sold about 10 acres and 76/100 acres of land, a plot or diagram of which is herewith filed marked (A B) to Robert ^{W.} Gibson, W. T. Gilley, H. E. Fergate, B. H. Sewell & D. B. Sewell at the price of Five Hundred dollars for same, one third part of the purchase price is to be paid in cash as soon as a legal title shall be made to said land, and the remaining two thirds thereof, is to be secured by notes with personal security, bearing interest from the time said deed or deeds of conveyance shall be made and to be paid in one and two years from that time in equal annual installments.

The said R. W. Gibson is to have one and a half acres of said land, H. E. Fergate is to have one and a half acres thereof, W. T. Gilley one acre thereof, B. H. Sewell, one acre thereof and said D. B. Sewell two acres thereof, and each of said parties are to become personally bound to the undersigned for the quantity of land above specified, which each is to get.

At the time of said bargain and sale it was estimated that in the boundary of land described in the written contract, and sold as aforesaid that there was only seven acres when by an actual survey thereof it turns out that there is

in fact, 80 acres and $76\frac{1}{10}$ acres, and by the terms of said contract, said five parties were to take such excess if any, beyond the 7 acres, at the same price of \$500 per acre, but the undersigned was to have the privilege of retaining the excess beyond the said 7 acres; if he chose so to do, but he does not choose to so retain it, and he requires said five parties to take the remaining three acres and $76\frac{1}{10}$ acres of land at the same price. The contract in writing herein referred to is herewith filed as a further part hereof marked (A & B)

One undivided half of the land thus sold belongs to the undersigned in his own right, and as a matter of course he has the right to do as he pleases therein, but such is not the case with reference to the other half, for it belongs to his three children his wards.

The undersigned is of opinion that he has made a good sale of said land, and is to get a full and fair price for the same for had he thought otherwise he would not have sold his interest therein, and thus believing, he has no hesitancy in recommending the confirmation of said sale so far as said infants are concerned and he cordially and earnestly recommends its approval and confirmation.

The object of this report is to obtain a decree of your Honor in this cause ratifying and confirming the sale so made by the undersigned acting for said three infants and the appointment of a commissioner on the part of said three infants to convey their interest in said land to the said purchasers, and he now prays for the relief herein indicated.

From what has been stated, it will be seen that there

is 3 acres and 76/100 acres more than was estimated at
the time said contract was made, and as a matter of course
the same will have to be conveyed to said five named parties
and they will have to make the cash payment thereon
and become jointly bound for the deferred payments.

All which is respectfully submitted

Lt W. Russell Comd'g Genl.

July 25 1891.

G. W. Russell Grand

vs. } Court Report.

Mary J. Zion 00thurs

Filed July 25th 1891.

J. A. Hyatt ©

E. Pen. Prop tract

Beginning at (A) a stake, the N. E. corner of the
 Pennington Trp. Imp. Co's Russell tract, thence
 with the Zion land

N 61° E 306 1/2 feet

N 61° 20' E 690 feet to a stake in the ~~road~~ on west edge of Public road C
 side of Public road
 and with some

S 15 1/2° E 167 feet

S 6° 5' W 226 feet

S 37 1/2° W 384 feet = S 35° 4' W 395'

S 15° 25' E 306 feet to a stake on the North
 side of ~~Public road~~ thence
 with North side of road
 way

S 87 1/2° W 341 feet to a stake on a line of
 said Co's Russell tract

N 37 1/2° W 663 feet to the beginning —

Containing 11 acres & 19/100 of an acre 11.19A
 From this amount must be deducted
 43/100 of an acre for the amount in the Public
 road leaving a balance of 10.76 acres

Report Submitted

L. M. Carnical

Surveyor of Lee Co.

A. N 61° E 306 B. N 61° 20' E 695
 G. W. Russell

Field notes of the G. W. Russell Land

N 87 1/2° W 341

Plot of land sold

AB

With report

George W. Russell Guardian & Deft

vs

Emmett H. Russell & others

Defts

In Chancery

To the Hon. H. A. W. Shum Judge of the Circuit Court of Lee County Virginia

The undersigned George W. Russell as Comraiser comes for Rando L. Russell an infant under 21 years of age and a Defendant in the Chancery case above stated begs leave to report, that by virtue of a decree of the Circuit Court of Lee County, pronounced in the said cause on the 5th day of March 1895 that he as Special Comr. for Rando L. Russell has sold and conveyed to Peter H. Allen said Rando L. Russells undivided interest in two certain pieces of land lying near the Town of Pennington Gap in said county with covenants of special warranty, said undivided interest consists of $\frac{1}{6}$ part of two certain pieces of land, one lying on the north, and the other on the south side of the Knoxville and Nashville Rail Road, and the same embraces all the balance of the said lands not heretofore sold which was conveyed by Patterson & James Wolfe to Geo. W. Russell & Rebecca J. R. Russell his then wife, by deed dated June 4 1877

To show the fact that the sale of said infants in said two pieces of land is a good one the said Geo. W. Russell, and M. E. Russell his present wife and Emmett H. Russell, and W. I. Painter and Dorris I. Painter his wife have all joined in a deed of conveyance to said Allen along with the said Geo. W. Russell as Comr. for Rando L. Russell, and this joint deed of conveyance is herewith filed marked (A) for your inspection and approval as to the said Rando L. Russell;

Respectfully submitted

G. W. Russell Comr.

Nov. 10 1900

Geo W. Russell Guard

25 { Better Report of deed.

Essex & Russell & al.

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some faint smudges and discoloration, characteristic of old paper. The right edge of the page shows the binding, with dark stitching or thread visible. There is no text or other markings on the page.

Know all men by these Presents, that
we, Geo W. Russell, F. P. Baringgardner
and H. G. Russell of Lee County
are held and firmly bound
unto The Commonwealth of Vir-
ginia, in the sum of Twenty
Thousand dollars. To which
payment, well and truly to be
made to the said Commonwealth,
we bind ourselves jointly and
severally firmly by these presents.
Witness our hands and seals &
we waive the benefit our homestead
as to this bond. This 2nd day of Sept
1890.

The Condition of the above Obli-
gation is such, that whereas the
above bound Geo W. Russell has
been appointed Guardian for Im-
petrator H. Doris Ida & Rando L. Russell
Minor heirs at law of Rebecca J. R.
Russell deceased that, if the said
Geo W. Russell shall faithfully
perform and discharge the duties of
his office of Guardian aforesaid then
the above obligation to be void, otherwise
to remain in full force and virtue.
Acknowledged in Court. Geo W. Russell *Seal*

F. P. Baringgardner *Seal*

Harvey G. Russell *Seal*

Copy - Just J. R. Gibson clerk

Virginia

At a county court begun and held for Lee County
at the court-house thereof. On Tuesday Sept 2nd 1890
Pursuant to an order of the circuit court
of this county George W. Russell Guardian
for Emmet H., Doris Ida, and
Rando L. Russell, minor heirs of Rebecca
J. R. Russell decd. This day personally
appeared in court and together with
F. P. Baumgardner and Harvey J. Russell
entered into and acknowledged a
new bond as such Guardian in the
penalty of Twenty thousand dollars.
conditioned according to law, and
it is ordered that the clerk of this
court certify these proceedings
together with a copy of said bond
to the clerk of the circuit court
of this county.

A copy

Teste John R. Gibson clk

Geo. W. Russell

no. } Copy of Record

E. H. Russell & Co

Filed Sept- 3/90

J. A. G. Hyatt

G. W. Russell guard. & Counsel } In Chancery
vs
E. H. Russell et al Defts }

To The Hon. St. S. K. Morrison
Judge of the Circuit Court of Lee Co.,
Your undersigned Court. Begs
leave to report that the Huntington's
Safe Improvement Company has this
day paid me the \$1000⁰⁰ for the
interest of said infants in said
ten acres of land, and it, by the
terms of the decree entered Sept.
2nd 1890, is entitled to a deed for
the same. Out of said \$1000. I have
paid the costs in said suit which
amounted to \$51.60, so there is
yet in my hands the net sum of
\$948.40 to be loaned out for the
use and benefit of said infants.
All of which is submitted this the
3rd day of Sept. 1890

George W. Russell. Court.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

G. H. Russell vs. E. H. Russell et al

Report of
vs. } Court Russell
No. 1

E. H. Russell et al

Filed Sept. 3rd 1892
J. A. C. Hignett

George W Russell Guardian &c Plff }
against- } In chg.
E. H. Russell et als Defts }

The undersigned Commissioner in
this cause respectfully reports, that
in obedience to the decree entered in
this cause on yesterday, he has executed
to Penningtons Gap improvement Co
the deed in said decree directed to
be made and files the same herewith
marked "D". Sept 3rd 1890.

E. W. Pennington Comr

To The

Hon H. S. K. Morrison Judge of the
Circuit Court of La Co.

E. H. Russell quar &c

no } Report of comm
for Oreg

E. H. Russell &c

Filed Sept 3rd 1890

J. S. Hyatt

George W. Russell Guard &

vs

E. H. Russell & others

Def

Def } In Chy
Ditto }

To the Hon. H. S. K. Morrison Judge of the Circuit
Court of Lee County Virginia

Pursuant to your decree entered in this cause on the
3rd day of Sept 1891. I as cont. on the part of the three infant
defendants in this cause have made executed and acknowledged
for record a deed of conveyance, according to the directions
of the said decree, and the same is herewith filed marked (A)
for your inspection and approval.

I have by said deed conveyed to R. M. Gibson one and one
half acres, to H. E. Fregate one and one half acres, to W. J. Gilley
one acre, to B. H. Sewell one acre, and to D. K. Sewell and Mary
C. Sewell jointly two acres. And to said R. M. Gibson H. E. Fregate
W. J. Gilley, B. H. Sewell, and D. K. Sewell jointly the remaining 3
acres and $\frac{7}{100}$ acres, all with covenants of special warranty

Respectfully Submitted

G. W. Russell Cont. & Guard.

Dec. 4 1891.

G. W. Russell Guard &

no } Cont. Report of dead.

E. H. Russell & al

Filed Nov. Term 1891

J. ~~W.~~ Hyatt C

Dated Dec 4, 1891

George W. Russell, Ward, &c. vs.

Plff

In Chy.

Emmet H. Russell et al.

Defrs.

To the Hon Wm S. Miller, Judge
of the Circuit Court of Lee County -

Since making my last report in this
Cause, my ward Emmet H. Russell has
arrived at the age of 21 years, and is
therefore of age under the law of the
land to act for himself. But Doris
D. Russell & Rando L. Russell, are still
infants, and are my wards.

I have recently on behalf of myself -
Contracted and sold to John F. Skaggs
One undivided half of a certain tract
of land, adjoining to and immediately
South of the town of Pummington Gfo.
Containing 55 acres, at the price of
\$30⁰⁰ per acre, one third part of which
is to be paid in hand and the residue
on one & two years time with interest
after said sale shall have been ratified.

My son, the said Emmet H. Russell
is not only willing, but is anxious
to carry out the trade made by me.

I have also, as the guardian for the
said Doris D. & Rando L. Russell, and
as Commissioner in this Cause, have bar-
gained & sold, subject to the approval
of your honor, my said two wards
undivided interests in the said 55
acre tract, and their ^{said} interests consists

1 of two-thirds of one undivided half
2 thereof. On the part of myself, I regard
3 the sale made by me as a good one, &
4 shall therefore execute the Contract
5 to the letter. My son, Emmet H. Russell
6 likewise regards the sale & will like-
7 wise execute the Contract, & I do not
8 hesitate to say, that the Contract made
9 by me, for my said two wards is like-
10 wise a good one, and should be
11 ratified and approved by your Honor,
12 and the undersigned as Commissioners
13 in the Cause, prays your Honor
14 to enter an order in said Cause
15 ratifying, approving, & confirming
16 the sale made by me, on the part
17 of said infants, to the said John F.
18 Skaggs.

19 Your Commissioner now files here-
20 with as a part of this report, a sur-
21 vey and plot, of the said 55 acres
22 of land so contracted & sold to the
23 said Skaggs, and the same is
24 marked "A. B.", and I so file this
25 paper, that if the sale shall be af-
26 firmed you will have Cause, and
27 distance, by which Conveyances should
28 be made.

29 Respectfully submitted-
30 George W. Russell, Court,
31 & guardian

32 Feby. 22, 1895.

George W. Russell
Guard, D.C.
Course Report.

Emmet H. Russell
et al.

Filed February the 22nd
1896: A.B. Munsey Clerk

George W Russell Guard &c }
do. } In By
Emmett H. Russell & others } Defts }

To the Hon W J Miller Judge of the Circuit
Court of Lee County Virginia

Pursuant to your decree entered in this cause on the
5th day of March 1895 the undersigned begs leave to report
that as directed thereby he has made signed and acknowledged
a proper deed of conveyance by which he as Commissioner
has conveyed to John F Skaggs and E J Skaggs the undivided interest
of Doris I Russell and Rando L. Russell in and to the 55 acre
tract of land referred to in the said decree being two sixths thereof
with covenants of special warranty

Your Court deems it proper to state that said decree directs
him to convey the same to John F. Skaggs and as he directed
me to convey it to him and his wife jointly I thought it
proper to do so and I accordingly so conveyed it.

Now as your Court owned one half of said tract of land and
Emmett H. Russell one sixth thereof, to save the expense of a
separate deed, Your Court wife and Emmett H. Russell and your
Court as such made a joint conveyance of said tract of land
to said John F. & E J Skaggs and have delivered said deed to them

Respectfully Submitted

George W. Russell Special Court

George W. Russell, Grand Juror
as { least Report of land 55 acres
Eminent H. Russell, Father

Filed Oct 22 1896.


A. B. Munsey Clerk

This Deed ~~made~~ This fourth day of June
One Thousand eight hundred and
seventy seven, by and between Pat-
erson Giers and Mary Jane his
wife of the first part, and George
W. Russell and Rebecca J. R. Russell
his wife, of the second part all of
the county of Lee and State of Virg-
inia, Witnesseth that the parties of
the first part for and in consid-
eration of the sum of Three Thousand
dollars to them in hand paid,
the receipt whereof is hereby ac-
knowledgeed, hath this day sold
unto the parties of the second
part, one certain tract or parcel
of land it being part of three
different tracts situated in the
county of Lee and on the waters
of Can Creek containing one hun-
dred and sixty acres, be the
same more or less and bounded
as follows to wit: Beginning at
a stake and small black walnut
on a line of Chadrace B. Howard
thence with said line S. 40 E. 45 1/2
poles to a horn beam on the bank
of Can Creek S. 17° W. 28 poles mean-
dering the creek to two beeches

near the bank of said creek, on
the south side, thence with and
up cane Creek and with said
Howards line 154 poles to a stake in
Burk's line in the middle of said
creek then with said Burk's line
S 40° E 16 $\frac{1}{2}$ poles to a gum and dogwood
S 49° W 21 $\frac{1}{3}$ poles to a stake and small
poplar, on a line of said John E. Burk's
thence N 79° E with the Fisher line
passing a corner at the end of 84
poles 209 $\frac{13}{20}$ poles to a stake and
rock and white oak bush marked
as a pointer N 4° E 140 poles to
a rock having crossed Cane Creek,
N 53° E crossing the road, 13 $\frac{16}{20}$ poles to
a rock above and near a pond, then
N 17 $\frac{3}{4}$ ° E 8 $\frac{7}{20}$ poles to a rock N 10° E 29 poles
to a sugar tree N 34° E 33 $\frac{17}{20}$ poles to a
rock N 74 $\frac{1}{4}$ ° E 24 poles to a rock N 8 $\frac{3}{4}$ °
W 40 poles to a rock on a dividing line
between said Patterson Zion and A. D.
Zion, then with said division line
S 76 $\frac{1}{2}$ ° W 39 poles to a stake and black
walnut, thence S 7 $\frac{1}{2}$ ° E 41 $\frac{1}{2}$ poles to
a stake and walnut then S 70° W
40 poles to a small walnut at a
line S 58° W 110 poles to the beginning,
and the said Patterson Zion and

Mary Jane his wife, do hereby expressly reserve to themselves the full use and enjoyment of the land hereby conveyed during natural lives and the parties of the first part will forever warrant and defend the title to the land herein described against the claim or claims of any and all persons whatsoever, in testimony Witness the following signatures and seals, this day and year above written.

Patterson Zion 

Mary Jane Zion 

Virginia. Lee County Court Clerk's office
the 29th day of January 1878.

The foregoing deed from Patterson Zion & Mary Jane his wife of the one part, to George W. Russell and Rebecca J. R. his wife of the second part all of Lee County Virginia, was this day acknowledged before me by the said Patterson Zion to be his act and deed for the purposes therein mentioned, and the said Mary J. Zion wife of the said Patterson Zion being examined by me privily and apart from her said husband and having the said deed read and fully explained

to her, acknowledged that she had
willingly executed the same and
did not wish to retract it and
said deed is admitted to record.

Test James W. Orr clerk
Copy of the record
Test J. R. Gibson Clk.

G. W. Russell

Surge

True Copy of Deed

Pattee and Sam Hupf

Deed Book 18

P. 176,

"A"

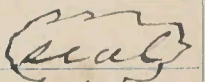
For 754

Known all men by these pres-
ents that, J. E. H. Russell am held
and firmly bound unto The Pen-
nington's Gap Improvement Com-
pany a corporation in the full
sum of five thousand, and for
the true payment whereof I here-
by bind myself, heirs, and I
also waive the benefit of the
Homestead Law as to this obligation.
Witness my hand & seal this May
3rd 1890.

Now the condition of the a-
bove obligation is such that-
whereas the above named Russell
has this day sold unto the said
Improvement-Company the fol-
lowing described tract or parcel of
land lying and being in Lee County,
Va., it being ~~the~~ a part of the same
land that was conveyed to said Rus-
sell & wife by Patterson ^{& wife} given, and
bounded as follows to wit: Beginning at
point on the line of C. B. Howard's
land and on the north side of the
right of way of the L. & N. R. R. thence
eastward and with the right of
way of said railroad to station
1557, or about midway of a little
cut west of pond, thence north-
ward to a line of the Land of
Elizabeth Yeary and so as to be part

1 allel with the line between said Howard
2 land and this land, Thence with a
3 line of said Yeary's land to the line
4 of said Howard land, Thence with
5 the line of said land to the Be-
6 ginning at the price of two hun-
7 dred dollars per acre, one half
8 of the purchase price of the said
9 land to be paid for as soon as
10 said land can be surveyed by a
11 competent surveyor, and the res-
12 idue as soon as said Russell
13 obtains a deed from the heirs
14 of Rebecca J. Russell, who have
15 a half interest in said land.
16 And on said first payment said
17 Russell binds himself to make
18 a deed to said land with cov-
19 erants of General warranty. Said
20 Russell retains possession of
21 said land until he can get off
22 the wheat crop that is now
23 growing on said land. And fur-
24 thermore said Company agrees
25 to pay said Russell at the rate
26 of one hundred dollars per
27 acre for the land south of
28 said railroad, and which is
29 taken for side tracks and de-
30 pot purposes and was given
31 to said Company on May 2^d 1890.
32 Said Russell reserves the rails

1 That is on the land south of said
2 Railroad. This ~~this~~ contract is
3 made with the express under-
4 standing that if said Railroad
5 does not establish a depot on
6 said land or the lands of C. B. Knox
7 and then said Company is not
8 bound to take said land, and if
9 said Russell fails to obtain a
10 title to the interest of said heirs
11 of Rebecca J. Russell in said land
12 then he binds himself to repay
13 any money that he may have
14 been paid him on his inter-
15 est in the same, and he binds
16 himself to proceed immediately
17 to institute proceedings to obtain
18 title to said infant's interest in
19 said land. Said Russell is
20 to have said land surveyed
21 at his own expense.

22 Geo. W. Russell. 

23
24 Recd of the Pennington's Gap Im-
25 provement Company through
26 H. J. Morgan Treas &c. One hun-
27 dred dollars as the first pay-
28 ment of the land in the above
29 contract set out This May 3/90.

30 Geo. W. Russell.
31
32

D. G. Lupton Com

From } Contract

W. H. Russell

Know all men that I G. W. Russell
am held and firmly bound unto
R. M. Gibson, H. E. Fugate, W. T. Giley,
D. C. Sewell and B. H. Sewell in the sum
of eight thousand dollars, to be paid
to the said R. M. Gibson, H. E. Fugate
W. T. Giley, D. C. Sewell and B. H. Sewell
their heirs personal representatives or
assigns, according to their respec-
tive interests as hereinafter specified.
For the payment whereof, I bind myself
my heirs and assigns by these presents,
And I hereby waive the benefit of
my homestead exemptions as to
this obligation. Sealed with my
seal and dated this the 25th day
of April 1891.

The Condition of the above
obligation is such that whereas
the above bound G. W. Russell has
agreed to sell and convey to the
said R. M. Gibson, H. E. Fugate,
W. T. Giley, D. C. Sewell and B. H.
Sewell, possession to be given
as soon as this sale is confirmed
by decree of Court as to the infants
interests as hereinafter named,
a tract or parcel of land, lying
on Cane Creek, on the North side
of the L. & N. R. R. in Lee County,
Virginia estimated to contain

seven acres more or less, but
the exact quantity is to be ascertained
by actual survey by horizontal
measurement, and said Tract of Land
is bounded as follows, to wit: On
the West by the land of the Remington
Gap Improvement Co., on the North
by the land of A.B. Dutton, on the
East by the County Road leading
to Remingtons Gap, and on the South
by the land set apart for a County
road. For which the said R.M.
Gibson, H.E. Fugate, W.J. Gilley,
D.C. Sewell, and S.H. Sewell have
agreed to pay the above named G.
W. Russell, the sum of five hundred
dollars per acre for said land, to be
paid as follows; One third Cash in
hand as soon as the said G.W. Russell
can obtain a deed of Conveyance
from the heirs of Rebecca R. Russell
deceased, who own an undivided
one half interest in said Tract of
Land, and the residue in two
equal annual installments, for
which bonds are to be executed
with good personal security bear-
ing date from the time of said Cash
payment, with interest from that
date. The interest hereby sold to
each of said parties in said tract

of land is as follows: To R. M. Gibson
one and one half undivided acres,
to H. E. Fugate one and one half ^{undivided}
acres, to W. Y. Gilley one undivided
acre, to D. B. Sevoice two undivided
acres, and to B. H. Russell one undivided
acre, and the ^{said} parties are bound for
the said purchase money to the extent
of their respective interests only. But
if the said tract of land contains more
than seven acres the said parties are to
take the over plus at the same price per
acre, or the said Russell may retain
the same at his option, but he must elect which
he will do as soon as said land is surveyed.
And the said G. W. Russell, as soon as this
sale is confirmed by the Court as to the
said infants interest, binds himself
to convey to the said parties their
respective interests in said tract of
land by deed with covenants of
General Warranty as to his interest
in said tract of land and with Special
warranty as to the said infants interest
in the same, and the cash payments
are to be made, and the said bonds executed
by the said purchasers according to their
respective parts or interests as above
stated. The said Russell is to initi-
tute proceedings at once to obtain
a title to the said infants interest

1 and to have said tract of land surveyed
2 by a competent surveyor, both of which
3 are to be at the expense of the said
4 Russell.

5 Said Russell also gives a right of way to said
6 purchasers as to his interest in the lands East
7 of his dwelling house along the right of way
8 of the L. & N. R.R. on the south side thereof for
9 the purpose of piping water to their lands.
10 And the said Russell reserves his rails around
11 the said tract of land. and the said purchasers
12 have the privilege of entering upon said
13 tract of land at any time for the purpose
14 of surveying and laying off lots.

15 This Contract is made with the express
16 understanding that if the said Russell
17 fails to obtain the title to the said interest
18 or heirs interests, of Rebecca J.R. Russell
19 deceased, in said tract of land, then
20 this contract is null and void,
21 but the said Russell is to use due dili-
22 gence and use proper efforts to obtain
23 the title to said heirs interest in said land.
24 Now if the above named G.W. Russell shall well
25 and truly and according to the true intent and mean-
26 ing hereof, perform and satisfy each and all of the
27 stipulations aforesaid, on his part to be performed
28 and satisfied, so that no default therein, or in any
29 part thereof, on his part shall occur, then this obligation to be
30 void, or else ^{to} remain in full force and virtue.

31 George W. Russell. (Seal)

Compared
with a copy
of the original
Grant Sept.
18th 1887
J.E. Lipps Clerk

Robt. Brooke Esqr Governor of the Commonwealth
of Virginia To all to whom these presents
shall come Greeting Know ye that by
virtue of four Land Office Treasurers
warrants nos 1131, 1049, 1048, and 1039 issued
the 2nd and 3rd days of January 1795-
these is Granted by the said Common-
wealth unto Nathan Fields, Nathaniel
Paylor and John Johnson a certain
tract or parcel of land containing
Sixty two thousand acres by survey
bearing date the 20th day of May 1795-
lying and being in the County of Lee
on the waters of Powell and Cumberland
river and bounded as followeth to wit:
Beginning at a black oak walnut
green sugar tree and buckeye on the
top of a ridge, and running N 40°
E 2420 poles Crossing several small
branches and passing good soil and
good timber to a chestnut poplar
and sugar Sapling on the top of
a ridge N 13° E 66 poles passing through
rich peavine rich weed and ginseng
land to a large spanish oak on the
sides of a ridge, N 44 poles to a large
spanish oak and two sugar trees
on a ridge N 13° E 210 poles passing
the the head of Calihams Spring
some rich land and good timber
to a chestnut and three sugar
trees on a flat N 40° W 120 poles

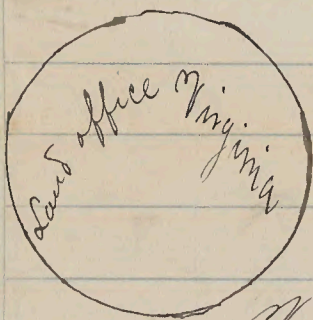
1 to a chestnut oak and sugar tree on a
2 ridge N 35° W 60 poles to three maples
3 and a walnut nigh a flat among
4 some rocks N 37° W 20 poles to a large
5 cherry tree and two chestnuts oaks on
6 a flat N 15° W 88 poles to two chest-
7 nuts a maple and hickory on a
8 flat N 55° W 60 poles to three trees
9 on a rise N 18° W 80 poles to a black
10 walnut and lynn in rich fertile
11 land N 37° E 58 poles to a poplar and
12 sugar tree and black oak on a ridge
13 N 126 poles to a large black oak
14 hickory and buckeye on a rich ridge
15 N 28° E 38 poles to four chestnuts and
16 a buckeye on a rise N 71° E 36 poles
17 to two chestnuts a spanish oak and
18 2 sugar saplings on a spur N 37° E
19 32 poles to a lynn and two
20 sugar saplings on a rich hill
21 N 71° E 32 poles to three chestnuts
22 on the side of a ridge S 60° E 54 poles
23 to three chestnuts oaks on the top
24 of a ridge E 130 poles to a chestnuts
25 maple and spanish oak on a flat
26 spw N 44° E 40 poles to two chestnuts
27 and a sugar sapling on the top of a
28 ridge N 20° E 138 poles passing through
29 rich land to five maples on the point
30 of a ridge E 40 poles to two maples
31 and a sugar tree on a rise
32 S 59° E 34 poles to a maple marked

N. H. above the head of Fug its
Spring E 62 poles to three sugar
saplings on a rise S 80° E 46 poles
to two black oaks on a ridge
N 19° E 54 poles to a chestnut and
two maples on a ridge N 50° E
50 poles to a large chestnut and
cherry tree on rich level land N 67
E 72 poles passing good soil to a
maple sugar tree hickory and
lynn on a flat N 25° E 94 poles
to a large spanish oak hickory
and chestnut oak on a ridge
N 45° E 44 poles to a sugar tree
hickory and buckeye on a ridge
N 61° E 38 poles to a maple and
sugar tree on a ridge N 3° E 116 poles to
a chestnut and maple at the foot
of a spur N 30° W 46 poles to two lynn
on good rich soil N 3° E 54 poles to
two large chestnuts on a flat N 32° E
62 poles to two large spanish oaks on
a rise N 73° E 54 poles to two chestnuts
and a sugar tree on the side of a hill
S 44° E 62 poles to four sugar trees on a
ridge N 47° E 70 poles to two buckeyes
a hickory walnut and sugar sapling
on a flat in rich land N 77° E 94
poles to a maple and two chestnuts
on a ridge S 43° E 40 poles to a double
chestnut and maple on a ridge
E 28 poles to a large maple

1 Lym and sugar sapling on the side
2 of a hill N 44° E 42 poles to three
3 sugar saplings and a lym on a strong
4 point N 83° E 126 poles passing through
5 rich land and a good sugar orchard
6 to pointers on the top of a ridge
7 N 65° E 80 poles to a sugar on the top of a
8 ridge S 56° E 2874 poles crossing Powell's
9 River and several branches to a stake
10 on a rise S 57° W 4760 poles crossing several
11 branches to pointers thence N 54° W
12 1310 poles to the Beginning, But it
13 is always to be understood that the
14 survey upon which this Grant is
15 founded includes 2223 acres of
16 prior claims. The property of Matthew
17 Wiloughby, Robert Preston and others
18 which having a preference by law
19 to the warrants and rights upon
20 upon which this Grant is founded
21 liberty is reserved that the same shall
22 be firm and valid and may be carried
23 into Grant or Grants and this Grant
24 shall be no bar in either law or
25 equity to the confirmation of the
26 title or titles to the same as
27 before mentioned and reserved
28 with its appurtenances to have
29 and to hold the said tract or parcel
30 of land with its appurtenances to
31 the said Nathan Fields Nathaniel
32 Paylor and John Johnson Except

as before excepted) and their heirs forever
In whereof the said Robt Brooke Esq
Governor of the Commonwealth of
Virginia hath hereunto set his hand
and caused the lesser seal of the
said Commonwealth to be affixed at
Richmond on the 30th day January
in the Year of our Lord 1796 and
of the Commonwealth the 20th

Robt. Brooke
Land Office Richmond Va. The foregoing
is a true copy from the records
Witness my hand and seal of Office this
20th Dec. 1886, D. A. Wingfield Reg Land Office



Virginia, Wise County Court Clerk's office
Sept. 10th 1887. The foregoing copy
of grants from the Commonwealth of
Virginia to Nathan Fields Nathaniel
Taylor and John Johnson Issued the
2^d and 30th days of January 1796- was
this day received into my said office
Whereupon the same is admitted to
record.

Attest: J. E. Lipps, Clerk
By J. E. Lipps D. C.
A Copy - Attest: J. E. Lipps Clerk
By C. P. Addington D. C.
Clerk's fee for Copy &c. \$1.00

Commonwealth of Pa

To [Copy of Land Grant
Nathan Fildes et al

D.B. 9- p. 393.

KNOW ALL MEN BY THESE PRESENTS, That we *G. H. Russell*
St. J. Russell, F. P. Baumgardner

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Ten*
Thousand dollars, to the payment whereof, well and truly
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *2nd* day
of *September*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That whereas *The said G. H.*
Russell was this day appointed a commissioner
for the sale of his ward's interest in the
land in the bill and proceedings men-
tioned in the Chancery cause of G. H.
Russell guardian &c vs. E. H. Russell
it is now pending in the Circuit Court
for Lee County, Va; Now if said Russell shall
faithfully perform his duties as such com-
missioner and according to the terms of said
decree this day entered and according to
law and accounting for all moneys that
may be received by him as such
commissioner of sale of said interest
in said land
then this obligation to be void, or otherwise to remain in full force and virtue.

Geo H Russell (SEAL)

F. P. Baumgardner (SEAL)

Harvey J. Russell (SEAL)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of
the county of Lee *G. H. Russell, St. J. Russell and F. P. Baumgardner*
and made oath that *this* estate, after the payment of all *this* just debts, and
those for which *he* is bound as security for others and expect to pay, are
worth the sum of *Ten Thousand* dollars,
over and above exemptions allowed by law.

Given under my hand this *2nd* day of *Sept*

Teste:

J. A. G. Hyatt 18 *90* Clerk.

Es. W. Russell mar 92

vs } Bond

E. St. Russell et al

Filed Sept: 2nd 1890

J. A. L. Hyatt C

Sold to J. F. & E. J. Skaggs his wife

Mr. A. J. Morgan

Dear Sir:-

I send plat and report by
Rando. The terms of sale
are one third ($\frac{1}{3}$) ^{\$5500} down, Bal.
on one and two yrs equal
payments \$550. each
Aggregated \$16500. (\$30 per acre)
for 55 acres.

Yours Truly

Geo. W. Russell

This tract is probably subject to Right of-
way of L & N. E. R. R. Skaggs takes it with
that understanding.

Mr. H. J. Morgan
Addressed

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Mary J. Brown
Susan Garrison, Emmet H. Russell
Doris I. Russell and Rando L. Russell

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them*

by *E. W. Russell* *Guardian*
for Emmet H. Russell, Doris I. Russell
and Rando L. Russell

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *22nd* day of *July* 18*90*, in the 11*th* year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt
Clerk.

C. W. J.

C. W. Russell Guardian

20 3/4 Spain Chy

Mary J. Zion et al

To 1st Aug. Rules 1890.

Executed July the
2 & the 1890 by delivering
a true copy of the
Within to Susan
Garrison one to
Emm^t Russell one
to Davis & Russell
one to Rinaldo I Russell
one to Mary J. Zion
P. No. Recs. or Dept. for
A. B. Muney & Co